

UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF WISCONSIN

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KINDRED REHAB SERVICES, LLC  
d/b/a RehabCare f/k/a  
KINDRED REHAB SERVICES, INC.,

Plaintiff

v.

Case No. 2017-CV-910

MOUNT CARMEL HEALTH CARE, LLC  
d/b/a BURLINGTON MEDICAL AND  
REHAB CENTER, et al.,

Defendants.

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**JOINT MOTION TO DISMISS WITHOUT PREJUDICE**

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Plaintiff, Kindred Rehab Services, LLC d/b/a RehabCare f/k/a Kindred Rehab Services, Inc. (“RehabCare”), and Defendants<sup>1</sup> jointly move the Court to administratively dismiss this matter *without prejudice* pursuant to FED. R. CIV. P. 41(a)(2) and retain jurisdiction for the limited purpose of allowing for a motion to reopen if necessary to enforce the parties’ Forbearance and Settlement Agreement. In support, the Parties state as follows:

1. As previously disclosed to this Court, there are four additional connected actions pending in four other District Courts, with a total of thirty defendants and thirty-one nursing facilities.

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<sup>1</sup> The “Defendants” are, collectively, Mount Carmel Health Care, LLC d/b/a Burlington Medical and Rehab Center (“Burlington”); Colonial Manor Health Care, LLC d/b/a Colonial Medical and Rehabilitation Center (“Colonial”); Eastview Health Care, LLC d/b/a Eastview Medical and Rehabilitation Center (“Eastview”); San Luis Health Care, LLC d/b/a Maple Ridge Rehab and Care Center (“Maple”); North Ridge Health Care, LLC d/b/a North Ridge Medical and Rehabilitation Center (“North Ridge”); Sheridan Medical, LLC d/b/a Sheridan Medical Complex (“Sheridan”); and Woodstock Health Care, LLC d/b/a Waters Edge Rehab and Care Center (“Waters Edge”).

2. The Parties have resolved their disputes pursuant to a Forbearance and Settlement Agreement.

3. The parties jointly request that the Court dismiss this action without prejudice.

4. The parties jointly request that the Court indicate in the dismissal order that it will retain jurisdiction for the limited purpose of allowing RehabCare or Defendants to file a motion to reopen the case so that the Court may enter appropriate orders or judgments necessary to enforce the terms of the Forbearance and Settlement Agreement.

For the foregoing reasons, the Parties respectfully move the Court to enter the proposed dismissal order as tendered to the Court.

Respectfully submitted,

Godfrey & Kahn, S.C.

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